

A.G. Contract No. 88-0498-TRD  
ECS File: IGA-88-15  
Project: I-17-1-511  
Section: Thunderbird Rd. @ I-17

ADDENDUM  
STATE OF ARIZONA  
AND  
THUNDERBIRD WEST ASSOCIATES

THIS ADDENDUM to the above captioned agreement dated December 6, 1988 is entered into 3 February, 1989 between the STATE OF ARIZONA acting by and through its DEPARTMENT OF TRANSPORTATION ("State") and THUNDERBIRD WEST ASSOCIATES, an Arizona general partnership ("Thunderbird"). The agreement dated December 6, 1988 is hereby amended as follows:

ARTICLE II, Paragraph 4 is revised to read as follows:

Thunderbird and State shall exercise their best efforts to ready the project for bid advertisement on or before March 30, 1989.

ARTICLE II, Paragraph 7d is hereby revised to read as follows:

Upon completion of construction and the resolution of all claims, if any, by the contractor, the State shall refund to Thunderbird any money disbursed to the State in excess of actual construction costs.

ARTICLE II, Paragraph 9 is revised to read as follows:

Upon completion of construction of the project, the State shall proceed immediately to recommend to the State Transportation Board abandonment of rights-of-way no longer needed by the State. The State and Thunderbird agree that as design details of the project are developed, the designated area as described in Exhibit "F" attached hereto may require minor adjustments in order to satisfy fully the specific design requirements for the project; however, the area illustrated on the roadway design plans used in the advertisement for bids shall be the designated area recommended for abandonment upon completion of construction. It is further agreed and understood that should unforeseen field conditions require a change in the designated area, Thunderbird and State shall then mutually agree to the adjustment in the size of the designated area; however, it is understood by all parties hereto that the final right-of-way limits rest solely with State. As soon as possible following completion of the construction, State, acting through its Director of Transportation, shall proceed immediately to recommend to the State Transportation Board abandonment of rights-of-way no longer needed by State. Upon the adoption of such resolution of abandonment State shall deliver to the escrow agent the original resolution, together with instructions authorizing and directing the escrow agent to close the escrow by recording the resolution, the quit claim deed referred to in Paragraph 5 above under the heading "Scope of Work" and by distributing to the State the final payment from the Thunderbird Deposit.

If the State Transportation Board, for whatever reason, does not abandon the right-of-way recommended by the Director of Transportation, State shall return to Thunderbird all funds drawn from the Thunderbird Deposit, plus 12 percent of the funds returned to fully compensate Thunderbird for its costs incurred in the design of said project.

ARTICLE II, Paragraph 11 is added to read as follows:

Thunderbird, its successors or assigns, agree to assume all maintenance responsibilities for the existing concrete-lined ditch in its present, as is, condition. Thunderbird, its successors or assigns, further agrees that, unless prior written authorization is obtained from State, nothing will be done to change, alter, or interfere with the functional characteristics of the present or future operations of the subject ditch.

If, because of changes to the drainage characteristics of the area, the existing channel is no longer required, the State shall give permission to Thunderbird, its successors or assigns, to remove or fill in the channel. The determination of whether or not the ditch is required shall remain the sole responsibility of the State.

It is agreed and understood the provisions of Paragraph 11 shall only apply if the area abandoned to Thunderbird, its successors or assigns, includes the subject existing concrete-lined ditch.

ARTICLE III, Paragraph 5 is deleted in its entirety.

IN WITNESS WHEREOF, the parties have executed this addendum the day and year first above written.

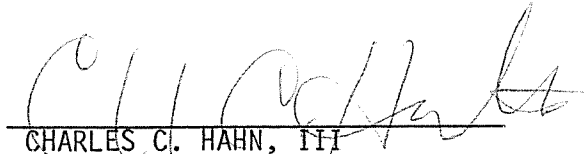
THUNDERBIRD WEST ASSOCIATES  
an Arizona General Partnership

STATE OF ARIZONA  
Department of Transportation

By   
CALVIN C. HAHN  
A General Partner

By   
GARY K. ROBINSON  
Chief Deputy State Engineer

By   
DONNA L. HAHN  
A General Partner

By   
CHARLES C. HAHN, III  
A General Partner



F.H.W.A. REGION	STATE	PROJECT NO	SHEET NO	TOTAL SHEETS	AS BUILT
9	ARIZ.	1-17-1-511	31	31	

SUBJECT 017 MA 210

# LEGAL DESCRIPTION

A parcel of land located in the South half of the Southeast quarter of the Southeast quarter of 15<sup>th</sup> SE<sup>1</sup> of Section 11, Township 3 North, Range 2 East, 31<sup>st</sup> and Salt River Base and Meridian, Maricopa County, Arizona, and being more particularly described as follows:

Commencing at the Southeast Corner of said Section 11:

Thence South 89° 56' 11" West along the south line of said Section 11, a distance of 010.00 feet;

Thence North 00° 03' 49" West a distance of 65.00 feet to the POINT OF BEGINNING;

Thence North 00° 03' 49" West a distance of 108.00 feet;

Thence North 89° 53' 38" East a distance of 561.11 feet;

Thence North 48° 42' 44" East a distance of 126.40 feet to a point on the existing westerly right of way line of Interstate Highway 17 hereinafter referred to as Point "A";

Thence South 08° 30' 09" West a distance of 139.31 feet;

Thence South 73° 45' 12" West a distance of 71.76 feet;

Thence South 85° 52' 12" West a distance of 423.07 feet to a point hereinafter referred to as Point "B";

Thence South 89° 56' 11" West a distance of 140.00 feet to the TRUE POINT OF BEGINNING, containing an area of 1.4365 acres, more or less.

The above described parcel of land shall have no right or easement of access to the relocated southbound frontage road and for the main roadways of Interstate Highway 17; therefore, access is hereby denied along the east and the majority of the south courses of the above described Parcel, said courses are described as follows:

Beginning at the aforementioned Point "A" as previously referenced in the above description;

Thence South 08° 30' 09" West a distance of 139.31 feet;

Thence South 73° 45' 12" West a distance of 71.76 feet;

Thence South 85° 52' 12" West a distance of 423.07 feet to the aforementioned Point "B" as previously referenced in the above description and the Point of Ending of this line description.

## APARTMENT COMPLEX

### Access Control Symbols

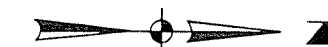
===== = Exist. Access Control (To be Changed)

===== = Access Control Boundary (New or Exist)

### Access Control Table

- ① = New Access Control Boundary
- ② = Exist. Access Control (To be Eliminated)
- ③ = Exist. Access Control Boundary to Remain.

North End Proj. I-17-1-511  
Exist. Fr. Rd Sta 551+02.26



New Access Control to Match Exist. Access Control @ 14+35±

Exist. R/W

Exist. Cantilever Sign Structure

DESIGN	NAME	DATE	ARIZONA DEPARTMENT OF TRANSPORTATION HIGHWAYS DIVISION
DRAWN	R.M.	10/89	
CHECKED	B.T.L.	10/89	
RSC ROBERTSON SPECIALTY CONSULTANTS			R/W ABANDONMENT MAP
PROJECT NO	1-17-1-511	LOCATION	THUNDERBIRD ROAD T.I.
SCALE 1" = 50'			SHEET OF

TRACS NO. H2290 01 C

OF

West End Proj. I-17-1-511  
Exist. T-Bird Rd W. Sta 11+50.27

65' Rt Sta 9+62  
Thunderbird Rd. E

65' Rt Sta 8+22  
Thunderbird Rd. E

## THUNDERBIRD WEST ASSOCIATES PROPERTY

Note: Area to be Abandoned is 1.4365 Ac

Exist R/W

95' Rt Sta 4+00  
Thunderbird Rd. E

115' Rt Sta 3+31.03  
Thunderbird Rd. E  
3.08° 30' 09" W - 139.31'

N. 08° 30' 09" E - 397.87'

Exist Sign

Begin New Access Control Boundary  
Sta 8+00

SOUTHBOUND CONSTRUCTION E

MEDIAN CONSTRUCTION E

REDUCED SIZE  
DO NOT SCALE

S.E. Corner  
Section 11

7-3-90, R.S.C. Revised Ramp, Access Control & Area.

NO	DATE	REVISIONS
1		
2		
3		
4		
5		